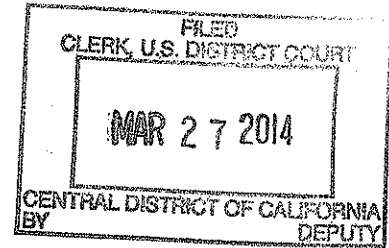


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9
10 Attorneys for Plaintiffs
11 TRISH HERREMANS, individually, and on behalf
of a class of similarly situated individuals

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14
15 TRISH HERREMANS, individually, and
16 on behalf of a class of similarly situated
individuals,

17 Plaintiffs,

18 v.

19 BMW OF NORTH AMERICA, LLC,
20 Defendant.

CV14-2363 MMM p5ux

NO.

[CLASS ACTION]

CLASS ACTION COMPLAINT
FOR:

1. Violations of California Consumer Legal Remedies Act
2. Violations of Business and Professions Code Section 17200
3. Fraud

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. Plaintiff Trish Herremans ("Plaintiff") brings this action for herself and
3 on behalf all persons in the States of California ("Class Members") who purchased
4 or leased certain herein defined Mini Cooper vehicles ("Class Vehicles"),
5 manufactured, distributed, and sold by BMW of North America, LLC, and/or its
6 related subsidiaries or affiliates ("BMW" or "Defendant").

7 2. BMW widely advertises the Class Vehicles as being of the highest
8 quality and durability, asserting in marketing materials that "Not all small cars are
9 created equal", and that Class Vehicles are safe and reliable vehicles.

10 3. The Class Vehicles consist of all Mini Cooper R55 model vehicles
11 (also known as model year 2007 – present Mini Cooper Clubman; All Mini Cooper
12 R56 model vehicles (also known as model year 2007 – 2013 Mini Cooper hardtop);
13 All Mini Cooper R57 model vehicles (also known as model year 2009 – present
14 Mini Cooper Convertibles); All Mini Cooper R58 model vehicles (also known as
15 model year 2012 – Mini Cooper Coupe); All Mini Cooper R59 model vehicles (also
16 known as model year 2012 Mini Cooper Roadsters); and All Mini Cooper R60
17 model vehicles (also known as model year 2010 – present Mini Cooper
18 Countrymen).

19 4. Because of defects in the design, in the water pump of Class Vehicles,
20 the Class Vehicles, and their respective water pumps, have experienced water pump
21 problems, such as water pump leakage, and water pump noise, "the Water Pump
22 Defect". With regard to water pump leakage, this poses a serious safety hazard,
23 because it can result in an effected vehicle's engine overheating. Engine
24 overheating can result in a catastrophic engine failure while the effected vehicle is
25 in traffic. When an engine fails to function in traffic, the effected vehicle loses the
26 ability to accelerate. Furthermore, the effected vehicle's steering and braking
27 abilities are severely diminished, due to the power braking and power steering
28 system not being able to properly function. These conditions are clearly a safety

1 hazard. Furthermore, when a water pump makes noise, the noise is often an
2 indicator that the water pump will soon leak and/or fail to function, resulting in the
3 herein described safety hazards.

4 5. In addition to the safety hazards, the costs of the Water Pump Defect
5 to consumers can be and often are exorbitant, because consumers have been and
6 will continue to be required to pay hundreds, if not thousands of dollars both to
7 diagnose and repair the damages caused by the Water Pump Defect. Additionally,
8 the presence of the Water Pump Defect in the Class Vehicles has resulted in the
9 vehicles having diminished value, thereby depriving plaintiffs and the Class
10 Members of the benefit of the vehicle (and its value) that they paid for.

11 6. It is Plaintiff's information and belief that BMW, through its own
12 internal testing, records of customer complaints, dealership repair records, and
13 other internal sources, was well aware and knew of the Water Pump Defect prior to
14 BMW distributing the Class Vehicles to Mini Cooper dealerships. Furthermore, it
15 is Plaintiff's information and belief that BMW knew of the Water Pump Defect
16 prior to Plaintiff suffering damage as a result of the Water Pump Defect. BMW
17 failed to disclose and actively concealed the Water Pump Defect to consumers at
18 the time of purchase or lease, and thereafter. BMW continues to conceal the
19 existence, nature, and extent of the Water Pump Defect to consumers, even though
20 the Water pump Defect is a very serious problem which poses a safety hazard to
21 purchasers and lessees of the Class Vehicles, as well as to the general public.

22 7. BMW knew or should have known that the Class Vehicles were
23 defective and not fit for their intended purpose of providing consumers with safe
24 and reliable transportation, due to the Water Pump Defect. Nevertheless, BMW
25 actively concealed and failed to disclose the Water Pump Defect to Plaintiff and the
26 Class Members at the time of purchase or lease and thereafter.

1 11. On or about February 12, 2011, at 43,667 miles, Plaintiff's Vehicle
 2 underwent repairs due to the water pump leaking. The repairs were covered by the
 3 manufacture's limited warranty. On or about January 11, 2013, at 71,272 miles,
 4 Plaintiff took the Vehicle to Nick Alexander due to the water pump leaking. This
 5 time the repairs were not covered by the manufacture's limited warranty, resulting
 6 in Plaintiff having to pay several hundred dollars for repairs. It is Plaintiff's
 7 information and belief that the water pump leaking and repairs were necessary due
 8 to the Water Pump Defect.

9 12. On January 7, 2014, Plaintiff forwarded to BMW a letter pursuant to
 10 the Consumer Legal Remedies Act, requesting a remedy relating to the Water Pump
 11 Defect. BMW failed to respond substantively to the January 7, 2014 letter.

13 **Defendant**

14 BMW is a Limited Liability Company organized and in existence under the
 15 laws of the State of New Jersey and registered with the California Department of
 16 Corporations to conduct business in California. At all times relevant herein, BMW
 17 was engaged in the business of designing, manufacturing, constructing, assembling,
 18 marketing, distributing, and selling automobiles and other motor vehicles and
 19 motor vehicle components throughout the United States of America.

21 **JURISDICTION**

22 13. This is a class action.

23 14. Members of the Proposed Plaintiff Class are citizens of states different
 24 from the home state of Defendant.

25 15. On information and belief, aggregate claims of individual Class
 26 Members exceed \$5,000,000.00, exclusive of interest and costs.

27 16. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

28

VENUE

17. BMW resides in this district such that personal jurisdiction is appropriate. Defendant is deemed to reside in this district pursuant to 28 U.S.C. § 1391(a).

18. In addition, a substantial part of the events or omissions giving rise to these claims and a substantial part of the property that is the subject of this action are in this district.

19. Venue is thus proper in this Court pursuant to 28 U.S.C. § 1391(a).

APPLICABLE LAW

20. California State law applies to all claims in this action.

FACTUAL ALLEGATIONS

21. For years, BMW has designed, manufactured, distributed, sold, and leased the Class Vehicles. BMW has sold, directly or indirectly, through dealers and other retail outlets, thousands of Class Vehicles.

22. Because of defects in the design, in the water pump of Class Vehicles, the Class Vehicles, and their respective water pumps, have experienced water pump problems, such as water pump leakage, and water pump noise, “the Water Pump Defect”. With regard to water pump leakage, this poses a serious safety hazard, because it can result in an effected vehicle’s engine overheating. Engine overheating can result in a catastrophic engine failure while the effected vehicle is in traffic. When an engine fails to function in traffic, the effected vehicle loses the ability to accelerate. Furthermore, the effected vehicle’s steering and braking abilities are severely diminished, due to the power braking and power steering system not being able to properly function. These conditions are clearly a safety hazard, and can result in death or serious bodily injury. Furthermore, when the

1 water pumps make noise, the noise is often an indicator that the water pump will
2 soon leak, resulting in said safety hazards.

3 23. The occurrence of the Water Pump Defect is the result of the water
4 pump installed in the Class Vehicles being defectively designed, manufactured, and
5 installed. Plaintiff does not know at this time if the Water Pump Defect has resulted
6 in traffic accidents, however, numerous class members have complained of the
7 Water Pump Defect.

8 24. The Water Pump Defect is a safety hazard, both for occupants of the
9 Class Vehicles driven on the road, and for pedestrians, and occupants of other
10 vehicles on the road.

11 25. In addition to the safety hazards, the costs of the Water Pump Defect to
12 consumers can be exorbitant, because consumers are be required to pay hundreds, if
13 not thousands of dollars both to diagnose and repair the damages caused by the
14 Water Pump Defect. Additionally, the presence of the Water Pump Defect in the
15 Class Vehicles has resulted in the vehicles having diminished value, thereby
16 depriving Plaintiff and the Class Members of the benefit of the vehicle (and its
17 value) that they paid for.

18 26. It is Plaintiff's information and belief that BMW, through its own
19 internal testing, records of customer complaints, dealership repair records, and
20 other internal sources, was well aware and knew of the Water Pump Defect prior to
21 BMW distributing the Class Vehicles to Mini Cooper dealerships. Furthermore, it
22 is Plaintiff's information and belief that BMW knew of the Water Pump Defect
23 prior to Plaintiff suffering damage as a result of the Water Pump Defect. BMW
24 failed to disclose and actively concealed the Water Pump Defect to consumers at
25 the time of purchase or lease, and thereafter. BMW continues to conceal the
26 existence, nature, and extent of the Water Pump Defect to consumers, even though
27 the Water Pump Defect is a very serious problem which poses a safety hazard to
28 purchasers of the Class Vehicles, as well as to the general public.

1 27. BMW knew or should have known that the Class Vehicles were
2 defective and not fit for their intended purpose of providing consumers with safe
3 and reliable transportation. Nevertheless, BMW actively concealed and failed to
4 disclose this defect to Plaintiffs and the Class Members at the time of purchase or
5 lease and thereafter.

6 28. BMW is aware of the Water Pump Defect, as stated above, but
7 routinely denies consumers requests for reimbursement of the expenses incurred in
8 connection with the Water Pump Defect. There have been numerous consumer
9 complaints concerning the Water Pump Defect, lodged both with BMW and with
10 the National Highway Traffic Safety Administration. BMW has refused to warn
11 consumers about the defect, has refused to remedy the Water Pump Defect, and has
12 refused to compensate consumers for the damages resulting from this defect,
13 despite BMW's knowledge of the Water Pump Defect.

14 29. As a result of BMW's misconduct alleged herein, Plaintiff and the
15 other owners and lessees of Class Vehicles have been harmed and have suffered
16 actual damages, in that the Class Vehicles continue to experience mechanical and
17 water pump failure due to the Water Pump Defect. Owners and lessees of Class
18 Vehicles have incurred, and will continue to incur out of pocket unreimbursed costs
19 and expenses relating to the Water Pump Defect.

20 30. The Class Vehicles come with a basic 4 year / 50,000 mile warranty.
21 BMW began selling the Class Vehicles in 2006.

22 31. BMW refuses to cover or pay for repairs relating to the Water Pump
23 Defect which occur outside of the warranty period.

24 32. Furthermore, BMW fails to warn customers about the Water Pump
25 Defect, and about the effects of the Water Pump Defect on the Class Vehicles,
26 which makes the Class Vehicles susceptible to the engine overheating which can
27 result in a catastrophic engine failure.

28

1 33. It is Plaintiff's information and belief that the Water Pump Defect is a
2 pervasive defect affecting every single Class Vehicle, and posing a serious safety
3 hazard for the general public.

4
5 **BMW Has Exclusive Knowledge Of The Water Pump Defect.**

6 34. BMW has superior and exclusive knowledge of the Water Pump
7 Defect, BMW knew that the defect was not known or reasonably discoverable by
8 Plaintiff and Class Members prior to their purchase or lease of the Class Vehicles.

9 35. Only BMW had access to information about the significant risks
10 associated with the Water Pump Defect relating to the Class Vehicles, through
11 BMW's dealerships, pre-release testing data, warranty data, customer complaint
12 data, and replacement part sales data, among other internal sources of aggregate
13 information about the problem.

14 36. The existence of the Water Pump Defect is a fact that would be
15 considered material by a reasonable consumer deciding whether to purchase or
16 lease a vehicle. Had Plaintiff and other Class Members known that the Water
17 Pump Defect existed, they would not have purchased the Class Vehicles.
18 Reasonable consumers, like Plaintiff, expect and assume that a vehicle will not
19 have the Water Pump Defect, and will be safe to operate. Plaintiff and Class
20 Members further expect and assume that BMW will not sell or lease vehicles with
21 known safety defects, such as the Water Pump Defect, and will disclose any such
22 defects to its consumers when it learns of the defect. Reasonable consumers do not
23 expect BMW to fail to disclose the Water Pump Defect, and to refuse to fix the
24 Water Pump Defect.

BMW Has Actively Concealed The Water Pump Defect

37. While BMW has been fully aware of the Water Pump Defect in the Class Vehicles, BMW has actively concealed the existence and nature of the Water Pump Defect from Plaintiff and Class Members at the time purchase or sale and thereafter. Specifically, BMW has:

a. failed to disclose, at and after the time of purchase or lease and repair, any and all known material defects or material nonconformity of the Class Vehicles, including the Water Pump Defect;

b. failed to disclose at the time of purchase or lease that the Class Vehicles were not in good in working order, were defective, and were not fit for their intended purposes; and

c. failed to disclose or actively concealed the fact that the Class Vehicles were defective, despite the fact that BMW learned of the Water Pump Defect through consumer complaints as, as well as through other internal sources.

38. BMW has concealed the defect from consumers by not disclosing the true nature of the Water Pump Defect to Class Members, by not disclosing to Class Members that the repairs that are made in response to complaints relating to the Water Pump Defect are not permanent fixes for the problem, and by failing to disclose to Class Members that the Water Pump Defect is a serious safety hazard.

39. To this day, BMW still has not notified Plaintiff and the Class Members that their vehicles suffer from the Water Pump Defect, which is a systemic defect, and BMW has not reimbursed consumers for money paid by consumers to diagnose and/or repair the problem.

40. Plaintiff and Class Members have expended money to make repairs as a result of the Water Pump Defect, despite BMW's knowledge of the defect.

41. The Members of the Class have not received the value for which they bargained when they purchased or leased the Class Vehicles.

1 42. As a result of the defects, the value of the Class Vehicles has
2 diminished, including without limitation re-sale value.

3
4 **TOLLING OF THE STATUTE OF LIMITATIONS**

5 43. Since the defects in the design or manufacture of the Class Vehicles
6 cannot be detected until the defect manifests itself, Plaintiff and the Class Members
7 were not reasonably able to discover the problem until after purchasing or leasing
8 the Class Vehicles, despite their exercise of due diligence.

9 44. Plaintiff and the Class Members had no realistic ability to discern that
10 the Class Vehicles were defective until after Plaintiff and the Class Members
11 experienced the Water Pump Defect. In addition, despite their due diligence,
12 Plaintiff and the Class Members could not reasonably have been expected to learn
13 or discover that they were deceived and that material information concerning the
14 Class Vehicles had been concealed from them until manifestation of the Water
15 Pump Defect. Therefore, the discovery rule is applicable to the claims asserted by
16 Plaintiff and the Class Members.

17 45. Upon information and belief, BMW has known of the defect in the
18 Class Vehicles, and has concealed from or failed to alert owners and lessees of the
19 Class Vehicles of the full and complete nature of the Water Pump Defect.

20 46. Any applicable statute of limitation has therefore been tolled by
21 BMW's knowledge, active concealment, and denial of the facts alleged herein.
22 BMW is further estopped from relying on any statute of limitation because of its
23 concealment of the defective nature of the Class Vehicles.

24
25 **CLASS ACTION ALLEGATIONS**

26 47. Plaintiff brings this lawsuit as a class action on behalf of herself and all
27 other Class Members similarly situated as members of the proposed Plaintiff Class
28 pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2). This

1 action satisfies the numerosity, commonality, typicality, adequacy, predominance,
2 and superiority requirements of those provisions.

3 48. The Class and Sub-Class are defined as:

4 Class: All Persons in the State of California who purchased
5 or leased a Class Vehicle.

6 Sub-Class: All Class Members who are "consumers" within
7 the meaning of California Civil Code § 1761(d) Excluded
8 from the Class and Sub-Classes are: (1) Defendant, any
9 entity or division in which Defendant has a controlling
10 interest, and its legal representatives, officers, directors,
11 assigns, and successors; (2) the Judge to whom this case is
12 assigned and the Judge's staff; and (3) those persons who
13 have suffered personal injuries as a result of the facts alleged
14 herein. Plaintiffs reserve the right to amend the Class and
15 Sub-Classes definitions if discovery and further
16 investigation reveal that the Class and Sub-Classes should
17 be expanded or otherwise modified.

18 49. Numerosity: Although the exact number of Class Members is uncertain
19 and can only be ascertained through appropriate discovery, the number is great
20 enough such that joinder is impracticable. The disposition of the claims of these
21 Class Members in a single action will provide substantial benefits to all parties and
22 to the Court. The Class Members are readily identifiable from information and
23 records in Defendant's possession, custody, or control, as well as from records kept
24 by the applicable State Department of Motor Vehicles.

25 50. Typicality: The claims of the representative Plaintiff are typical of the
26 claims of the Class in that the representative Plaintiffs, like all Class Members,
27 purchased and/or leased a Class Vehicle designed, manufactured, and distributed by
28 BMW. The representative Plaintiff, like all Class Members, has been damaged by

1 Defendant's misconduct in that she has incurred or will incur the cost of repairs
2 relating to the Water Pump Defect. Furthermore, the factual bases of BMW's
3 misconduct are common to all Class Members and represent a common thread of
4 fraudulent, deliberate, and negligent misconduct resulting in injury to all Class
5 Members.

6 51. Commonality: There are numerous questions of law and fact common
7 to Plaintiff and the Class that predominate over any question affecting only
8 individual Class Members. These common legal and factual issues include the
9 following:

10 a. whether the Class Vehicles suffer from the Water Pump Defect;
11 b. whether the Water Pump Defect constitutes an unreasonable
12 safety risk;

13 c. whether Defendant knows about the Water Pump Defect and, if
14 so, how long Defendant has known of the defect;

15 d. whether the defective nature of the Class Vehicles constitutes a
16 material fact;

17 e. whether Defendant has a duty to disclose the defective nature of
18 the Class Vehicles to Plaintiffs and Class Members;

19 f. whether Plaintiffs and the other Class Members are entitled to
20 equitable relief, including but not limited to a preliminary and/or permanent
21 injunction.

22 g. Whether Defendant knew or reasonably should have known of
23 the Water Pump Defect in the Class Vehicles before it sold or leased them to Class
24 Members;

25 h. Whether Defendant should be declared financially responsible
26 for notifying all Class Members of the problems with the Class Vehicles and for the
27 costs and expenses of repair and replacement of the Class Vehicles;

28

1 i. Whether Defendant breached the express terms of its own
2 warranty by refusing to pay for repairs relating to the Water Pump Defect during
3 the term of the warranty;

4 j. Whether Defendant concealed and refused to disclose the nature
5 of the Water Pump Defect from purchasers and lessees of Class Vehicles at the time
6 of sale and otherwise.

7 52. Adequate Representation: Plaintiff will fairly and adequately protect
8 the interests of the Class Members. Plaintiff has retained attorneys experienced in
9 the prosecution of class actions, including consumer and product defect class
10 actions, and Plaintiff intends to prosecute this action vigorously.

11 53. Predominance and Superiority: Plaintiff and the Class Members have
12 all suffered and will continue to suffer harm and damages as a result of Defendant's
13 unlawful and wrongful conduct. A class action is superior to other available
14 methods for the fair and efficient adjudication of the controversy. Absent a class
15 action, most Class Members would likely find the cost of litigating their claims
16 prohibitively high and would therefore have no effective remedy at law. Because
17 of the relatively small size of the individual Class Members' claims, it is likely that
18 only a few Class Members could afford to seek legal redress for Defendant's
19 misconduct. Absent a class action, Class Members will continue to incur damages,
20 and Defendant's misconduct will continue without remedy. Class treatment of
21 common questions of law and fact would also be a superior method to multiple
22 individual actions or piecemeal litigation in that class treatment will conserve the
23 resources of the courts and the litigants, and will promote consistency and
24 efficiency of adjudication.

FIRST CAUSE OF ACTION

(Violation of California's Consumer Legal Remedies Act,
California Civil Code § 1750, *et seq.*

54. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

55. Plaintiff brings this cause of action on behalf of herself and on behalf of the members of the Sub-Class.

56. Defendant is a "person" as defined by California Civil Code § 1761(c) and defendant is guilty of committing representations.

57. Plaintiff and Class Members are "consumers" or "persons" within the meaning of California Civil Code § 1761(d).

58. By failing to disclose and concealing the defective nature of the Class Vehicles from Plaintiff and prospective Class Members, Defendant violated California Civil Code § 1770(a), as it made representations which were deceptive, represented that Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the vehicles with the intent not to sell them as advertised. *See* Cal. Civ. Code §§ 1770(a) (4) (5) (7) & (9).

59. Defendant's unfair and deceptive acts or practices occurred repeatedly in Defendant's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

60. Defendant knew that the Class Vehicles suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

61. Defendant was under a duty to Plaintiff and the Class Members to disclose the defective nature of the Water Pump Defect, as well as the associated costs that would have to frequently be expended in order to repair the Class Vehicles due to the Water Pump Defect, because:

1 a. Defendant was in a superior position to know the true state of
2 facts about the safety defect in the Class Vehicles, and relating to the Water Pump
3 Defect;

4 b. Plaintiff and the Class Members could not reasonably have been
5 expected to learn or discover that the Class Vehicles had a dangerous safety defect
6 until manifestation of the defect; and

7 c. Defendant knew that Plaintiff and the Class Members could not
8 reasonably have been expected to learn or discover the safety defect.

9 62. In failing to disclose the defective nature of the Class Vehicles,
10 Defendant has knowingly and intentionally concealed material facts and breached
11 its duty not to do so.

12 63. The facts concealed or not disclosed by Defendant to Plaintiff and the
13 Class Members are material in that a reasonable consumer would have considered
14 them to be important in deciding whether or not to purchase a Class Vehicle. Had
15 Plaintiff and other Class Members known that the Class Vehicles had the Water
16 Pump Defect, they would not have purchased a Class Vehicle.

17 64. Plaintiff and the Class Members are reasonable consumers who do not
18 expect their Class Vehicles will experience a manifestation of the Water Pump
19 Defect. That is the reasonable and objective consumer expectation relating to the
20 Water Pump Defect.

21 65. As a result of Defendant's conduct, Plaintiff and Class Members have
22 been harmed and have suffered actual damages in that the Class Vehicles are
23 continually experiencing the Water Pump Defect, causing inconvenience, creating a
24 serious safety hazard, and causing Class Members to spend money.

25 66. As a direct and proximate result of Defendant's unfair or deceptive
26 acts or practices, Plaintiff and Class Members have suffered and will continue to
27 suffer actual damages.

28 67. Plaintiff and the Class are entitled to equitable relief.

68. Plaintiff has provided BMW with notice of its alleged violations of the CLRA pursuant to California Civil Code § 1782(a). BMW failed to provide the appropriate relief for its violation of the CLRA within 30 days of the date of the notification letter. A true and correct copy of the letter is attached hereto as exhibit 1.

69. Thus, Plaintiffs, pursuant to § 1782(a) of the Civil Code, also seeks actual, statutory, and punitive damages in addition to equitable relief.

SECOND CAUSE OF ACTION

(Violation of UCL California Business & Professions Code § 17200, *et seq.*)

70. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

71. Plaintiff brings this cause of action on behalf of herself and on behalf of the Class Members.

72. California Business & Professions Code § 17200 prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.”

73. Plaintiff and the Class Members are reasonable consumers who do not expect their Class Vehicles to experience water pump failure due to the Water Pump Defect. That is the reasonable and objective consumer expectation relating to the Class Vehicles.

74. It is Plaintiff's information and belief that Defendant knew that the Class Vehicles suffered from an inherent defect, were defectively designed or manufactured, would experience the Water Pump Defect, and were not suitable for their intended use.

75. In failing to disclose the Water Pump Defect, Defendant has knowingly and intentionally concealed material facts and breached its duty not to do so.

1 76. Defendant was under a duty to Plaintiff and the Class Members to
2 disclose the defective nature of the Class Vehicles because:

3 a. Defendant was in a superior position to know the true state of
4 facts about the Water Pump Defect in the Class Vehicles;

5 b. Defendant made partial disclosures about the quality of the Class
6 Vehicles without revealing the defective nature of the Class Vehicles; and,

7 c. Defendant actively concealed the defective nature of the Class
8 Vehicles from Plaintiff and the Class Members.

9 77. The facts concealed or not disclosed by Defendant to Plaintiff and the
10 Class Members are material in that a reasonable person would have considered
11 them to be important in deciding whether to purchase the Class Vehicles. Had
12 Plaintiff and other Class Members known that the Class Vehicles had the Water
13 Pump Defect, Plaintiff and the Class Members would not have purchased Class
14 Vehicles.

15 78. Defendant continued to conceal the defective nature of the Class
16 Vehicles even after Class Members began to report problems. Indeed, Defendant
17 continues to cover up and conceal the true nature of the problem. Defendant has
18 failed to disclose to consumers that the Water Pump Defect exists. Defendant has
19 also failed to reimburse consumers for costs incurred in connection with the Water
20 Pump Defect.

21 79. By its conduct, Defendant has engaged in unfair competition and
22 unlawful, unfair, and fraudulent business practices.

23 80. Defendant's unfair or deceptive acts or practices occurred repeatedly in
24 Defendant's trade or business, and were capable of deceiving a substantial portion
25 of the purchasing public.

26 81. As a direct and proximate result of Defendant's unfair and deceptive
27 practices, Plaintiff and the Class have suffered and will continue to suffer actual
28 damages.

1 82. Defendant has been unjustly enriched and should be required to make
2 restitution to Plaintiff and the Class pursuant to §§ 17203 and 17204 of the
3 Business & Professions Code.

4
5 **THIRD CAUSE OF ACTION**

6 (Fraud by Omission)

7 83. Plaintiff hereby incorporates by reference the allegations contained in
8 the preceding paragraphs of this Complaint.

9 84. It is Plaintiff's information and belief that BMW knew or should have
10 known that the Water Pump Defect in its Class Vehicles was a condition rendering
11 the Class Vehicles defectively designed or manufactured, causing the Class
12 Vehicles to fail prematurely and rendering the vehicles not suitable for their
13 intended use.

14 85. Defendant concealed from and failed to disclose to Plaintiffs and the
15 Class the defective nature of the Class Vehicles' water pumps.

16 86. Defendant was under a duty to Plaintiff and the Class to disclose the
17 defective nature of the Water Pump Defect because:

18 a. Defendant was in a superior position to know the true state of
19 facts about the Water Pump Defect in the Class Vehicles;

20 b. Defendant made partial disclosures about the quality of the Class
21 Vehicles without revealing the defective nature of the Class Vehicles; and

22 c. Defendant actively concealed the defective nature of the Class
23 Vehicles from Plaintiff and the Class.

24 87. The facts concealed or not disclosed by Defendant to Plaintiff and the
25 Class Members are material in that a reasonable person would have considered
26 them to be important in deciding whether to purchase the Class Vehicles. Had
27 Plaintiff and other Class Members known that the Class Vehicles had the Water
28 Pump Defect, Plaintiff and the Class Members would not have purchased and

1 leased Class Vehicles, or would have paid less for them.

2 88. Defendant continued to conceal the defective nature of the Class
3 Vehicles even after Class Members began to report problems. Indeed, Defendant
4 continues to cover up and conceal the true nature of the problem.

5 89. Defendant concealed or failed to disclose the true nature of the design
6 or manufacturing defect consisting of the Water Pump Defect existing in its Class
7 Vehicles to induce Plaintiff and the Class to act thereon. Plaintiff and the Class
8 Members justifiably relied on the omission to their detriment. This detriment is
9 evident from Plaintiff's and Class Members' purchase or lease of Defendant's Class
10 Vehicles.

11 90. Defendant continued to conceal the defective nature of the Class
12 Vehicles' water pumps even after Members of the Class began to report problems.
13 Indeed, Defendant continues to cover up and conceal the true nature of the problem
14 today, including denying reimbursement of repair costs related to repairs that have
15 been necessary due to the Water Pump Defect.

16 91. As a direct and proximate result of Defendant's misconduct, Plaintiff
17 and the Class Members have suffered and will continue to suffer actual damages
18

19 **RELIEF REQUESTED**

20 92. Plaintiff, on behalf of herself, and all others similarly situated, requests
21 the Court to enter judgment against Defendant, as follows:

22 a. An order certifying the proposed Class and Sub-Classes,
23 designating Plaintiff as named representatives of the Class, and designating the
24 Plaintiff's Counsel as Class Counsel;

25 b. A declaration that Defendant is financially responsible for
26 notifying all Class Members about the defective nature of the Class Vehicles;

27 c. An order enjoining Defendant from further deceptive
28 distribution, sales, and lease practices with respect to the Class Vehicles, and to

1 repair the Class Vehicles so that they will no longer possess the Water Pump
2 Defect;

3 d. An award to Plaintiff and the Class of compensatory, exemplary,
4 and statutory damages, including interest, in an amount to be proven at trial;

5 e. An award to Plaintiff and the Class of any repair costs they are
6 owed;

7 f. A declaration that Defendant must disgorge, for the benefit of
8 the Class, all or part of the ill-gotten profits it received from the sale or lease of the
9 Class Vehicles, or make full restitution to Plaintiff and Class Members;

10 g. An award of attorneys' fees and costs, as allowed by law;

11 h. An award of attorneys' fees and costs pursuant to California
12 Code of Civil Procedure § 1021.5.

13 i. An award of pre-judgment and post-judgment interest, as
14 provided by law;

15 j. Leave to amend the Complaint to conform to the evidence
16 produced at trial; and

17 k. Such other relief as may be appropriate under the circumstances.
18
19

20 Dated: March 27, 2014

The Law Office of Robert L. Starr

21
22 By: _____

Robert L. Starr, Esq.
Attorneys for Plaintiff
TRISH HERREMANS,
individually, and on behalf of a class
of similarly situated individuals
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

93. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

Dated: March 27, 2014

The Law Office of Robert L. Starr

By: 

Robert L. Starr, Esq.
Attorneys for Plaintiff
TRISH HERREMANS,
individually, and on behalf of a class
of similarly situated individuals

Exhibit “1”

The Law Office Of
ROBERT L. STARR
23277 Ventura Boulevard
Woodland Hills, California, 91364
Telephone (818) 225-9040
Facsimile (818) 225-9042

January 7, 2014

BY Certified Mail Return Receipt Requested
And First Class Mail Number:

Ludwig Willisch
Chief Executive Officer
BMW of North America, LLC
300 Chestnut Ridge Road
Woodcliff Lake, New Jersey 07677
Return Receipt # 7012 0470 0002 4772 9206

BMW of North America, LLC
Care of CT Corporation System
818 7th Street
Los Angeles, California 90017
Return Receipt # 7012 0470 0002 4772 9329

CLRA Letter Re: Min Cooper Water Pump Defect

To Whom it May Concern:

I am writing this letter on behalf of my client Trish Herremans ("HERREMANS").

Pursuant to the California Consumer Legal Remedies Act (California Civil Code section 1750 *et seq.*) and specifically, sections 1782 (a)(1) and (2), I hereby notify you that BMW of North America, LLC ("BMW") has violated section 1770 of the CLRA by warranting, advertising, and selling defective vehicles, that it knew, or should have known, are and were at the time of sale defective, to thousands of consumers in California and throughout the United States. After selling said defective vehicles, BMW refused to provide coverage for defects, mechanical breakdowns, and damage that directly related to said known defects.

The BMW vehicles which relate to this correspondence are as follows, including the base, the S, and the John Cooper Works:

All Mini Cooper R55 model vehicles (also known as model year 2007- present Min Cooper Clubman);

All Mini Cooper R56 (also known as model year 2006-2013 Mini Cooper hardtop);

All Mini Cooper R57 model vehicles (also known as Model Year 2009-present Mini Cooper convertibles);

All Mini Cooper R58 model vehicles (also known as Model Year 2012-present Mini Cooper Coupe);

All Mini Cooper R59 model vehicles (also known as Model Year 2012-present Mini Cooper Roadster);

All Mini Cooper R60 model vehicles (also known as Model Year 2010-present Mini Cooper Countryman).

All of the above described vehicles are herein referred to as CLASS VEHICLE, or CLASS VEHICLES. All persons who have owned or leased, and who currently own or lease CLASS VEHICLES are referred to herein as CLASS MEMBERS.

Numerous CLASS MEMBERS have reported that CLASS VEHICLES have experienced water pump problems, such as water pump leakage, and water pump noise ("WATER PUMP DEFECT"). With regard to water pump leakage, this poses a serious safety hazard, because it can result in an effected vehicle's engine overheating. Engine overheating can result in an effected vehicle's engine failing to function while the effected vehicle is in traffic. When an engine fails to function in traffic, the effected vehicle loses the ability to accelerate. Furthermore, the effected vehicle's steering and braking abilities are severely diminished, due to the power braking and power steering systems not being able to properly function. These conditions are clearly a safety hazard. Furthermore, when water pumps make noise, the noise is often an indicator that the water pump will soon leak and/or fail to function, resulting in potential engine overheating and failure.

BMW has represented to consumers in BMW and Mini Cooper marketing materials that Mini Cooper vehicles are of good quality, reliable and safe. Unfortunately, due to the WATER PUMP DEFECT, the CLASS VEHICLES are not of good quality, are not reliable, and are not safe. To date BMW has not disclosed the WATER PUMPT DEFECT to consumers, has concealed the WATER PUMP DEFECT from consumers, and has not made any actual effort to immediately protect consumers from the serious safety problems relating to the WATER PUMP DEFECT. The nature of the WATER PUMP DEFECT is such that if it is not resolved, it is very likely that people will be seriously injured and killed.

I represent HERREMANS, a consumer who resides in California. HERREMANS has suffered damage and out of pocket expenses as a result of the WATER PUMP DEFECT.

HERREMANS is the owner of a 2009 Mini Cooper S, vin # WMWMF73579TT95691 (HERREMANS VEHICLE). HERREMANS purchased the HERREMANS VEHICLE as a new vehicle on or about November 15, 2008. On or about February 12, 2011, the HERREMANS VEHICLE underwent repairs due to the water pump leaking. The repairs were covered under the warranty. On or about January 11, 2013, the HERREMANS VEHICLE underwent repairs again due to the water pump leaking. This time the repairs were not covered under the warranty, resulting in HERREMANS having to pay over \$1,700.00 for repairs. Enclosed with this correspondence are the repair records relating to the water pump leaking. The repairs were necessary not as a result of normal maintenance, but as a result of a defect relating to the water pump.

At no time prior to HERREMANS purchasing the HERREMANS VEHICLE did BMW disclose the WATER PUMP DEFECT to HERREMANS, or to the general public. Furthermore, it is HERREMANS' understanding that BMW has not disclosed or even acknowledged the existence of the WATER PUMP DEFECT to any consumers prior to consumers purchasing CLASS VEHICLES, or at any subsequent time.

It is HERREMANS' information and belief that BMW, through its own internal testing, records of customer complaints, dealership repair orders, and other internal sources, was well aware and knew of the WATER PUMP DEFECT prior to BMW distributing the CLASS VEHICLES to Mini Cooper dealerships. Furthermore, it is HERREMANS' information and belief that BMW knew of the WATER PUMP DEFECT prior to HERREMANS suffering damage as a result of the WATER PUMP DEFECT. BMW failed to disclose and actively concealed the WATER PUMP DEFECT to consumers at the time of purchase or lease, and thereafter. BMW continues to conceal the existence, nature, and extent of the WATER PUMP DEFECT to consumers, even though the WATER PUMP DEFECT is a very serious problem which poses a safety hazard to purchasers of the CLASS VEHICLES, as well as to the general public.

It is HERREMANS' information and belief that even to this day, BMW has not implemented a fix relating to the WATER PUMP DEFECT in order to resolve the WATER PUMP DEFECT in the CLASS VEHICLES.

BMW's conduct in warranting, advertising, and selling the CLASS VEHICLES, knowing that they contain the WATER PUMP DEFECT constitutes the following violations of section 1770:

1. BMW represented that the VEHICLES had characteristics or benefits which they did not have (Section 1770(a)(5));
2. BMW has falsely represented that the VEHICLES were of a particular standard, quality, or grade when they are of another (Section 1770(a)(7)); and
3. BMW advertised the VEHICLES with the intent not to sell them as advertised

(Section 1770(a)(9)).

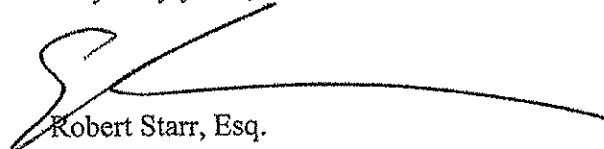
Pursuant to section 1782 of the CLRA, based on the foregoing, we hereby demand that within thirty (30) days of receiving this letter, BMW:

1. Make all necessary repairs to all CLASS VEHICLES, so as to remedy all of the problems associated with the WATER PUMP DEFECT;
2. Provide monetary compensation, plus interest, to HERREMANS and other owners and lessees of CLASS VEHICLES, relating to all of the damages that these consumers have suffered as a result of the WATER PUMP DEFECT;
3. Repurchase each of the CLASS VEHICLES, and provide restitution of all damages, as allowed under California Civil Code Section 1793.2, 1793.22, 1794, and the Consumer Legal Remedies Act, inclusive of incidental and consequential damages that have resulted from the WATER PUMP DEFECT, and attorney's fees and costs.

Unless BMW takes such action as demanded above within (30) days after your receipt of this letter, I will file a lawsuit against BMW on behalf of HERREMANS, and each other consumer similarly situated, seeking restitution damages, and other damages as allowed under California Civil Code Section 1782, 1793.2, 1793.22, 1794, under the Consumer Legal Remedies Act, as well as other related causes of action.

This demand is made pursuant to the rights and remedies allowed pursuant to 1782 of the CLRA. If you have any questions regarding this notice and demand, please contact me at (818) 225-9040.

Very truly yours,



Robert Starr, Esq.

Enc.

CUSTOMER # 10001979

358580

ALEXANDER
 NICK ALEXANDER MINI
 8201 S. ALAMEDA STREET
 LOS ANGELES, CA 90004-1621
 (323) 583-1901
 (323) 277-8272

INVOICE#

TRISH BERREMAN

642 MOULTON AVE

LOS ANGELES, CA 90004

HOMB 016-426-1527 COMU N/A

BUS CHIL 818-426-1527

SERVICE ADVISOR 714 IVAN A MONTELLANO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	OTAG	
0A67CERN	09	MINI COOPERSCV	WMMNF795791195691	6GHF603	43667/43667	13742	
DEL DATE	PROD DATE	WARR EXP	PROMISED	TO NO	RATE	PAYMENT	INV DATE
15NOV08	08		17.00	12FEB11		CASH	12FEB11

RE OPENED	READY	OPTIONS	ENG 4.6 Liter
01/19/11	15/16	12FEB11	

LINE	CODE	TECH	WARR	HOURS	DISC	NET	TOTAL
------	------	------	------	-------	------	-----	-------

A CUSTOMER STATES REAR AND FRONT HEADLIGHT ARE OUT							
6100 REPLACED HEADLIGHT BULB							
							(N/C)
							(N/C)
PARTS	0.00	LABOR	0.00	OTHER	0.00	TOTAL LINE A	0.00

B CUSTOMER STATES REAR LIGHT COMES OUT AT TIMES							
6100 REPLACED WATER PUMP FOUND LEAKING							
							(N/C)
							(N/C)
PARTS	0.00	LABOR	0.00	OTHER	0.00	TOTAL LINE B	0.00

C PERFORM A 32 POINT VEHICLE INSPECTION AS A COMPLEMENTARY SERVICE							
CAUSE CLIENT REQUESTED							
							(N/C)
PARTS	0.00	LABOR	0.00	OTHER	0.00	TOTAL LINE C	0.00

D CUSTOMER STATES REAR BRAKE LIGHT IS OUT / PLEASE CHECK AND ADVISE							
6100 BODY ROOFERMENT							
							(N/C)
PARTS	0.00	LABOR	0.00	OTHER	0.00	TOTAL LINE D	0.00

NOTICE TO CONSUMER		STATEMENT OF DISCLAIMER		DESCRIPTION	TOTALS
I acknowledge notice and full approval of any additional customer work performed and/or increase in the original estimate price and I acknowledge and approve all repairs as limited additional work of vehicle and acknowledge receipt of additional consumer warranty and service information contained in the Nick Alexander Mini Warranty Disclaimer.		On any work and/or repairs performed, we warrant with respect to the parts and the installation of the parts. We do not warrant the performance, reliability, or durability of any third party products or services. We do not warrant the performance, reliability, or durability of any third party products or services. We do not warrant the performance, reliability, or durability of any third party products or services.		LABOR AMOUNT	
ORIGINAL ESTIMATE		AUTHORIZED REVIEWED ESTIMATE		PARTS AMOUNT	
CUSTOMER SIGNATURE		CUSTOMER SIGNATURE		GAS OIL LUBE	
				SUBLET AMOUNT	
				MISC CHARGES	
				TOTAL CHARGES	
				LESS INSURANCE	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER PLEASE READ IMPORTANT INFORMATION ON BACK

CUSTOMER COPY

CUSTOMER # 100019479

399601

ALEXANDERNICK ALEXANDER MINI
1501 S. ALAMEDA STREET
LOS ANGELES, CA 90001-1872
(310) 583-1301
FAX (310) 271-8213

TELEPHONE REMARKS

642 VANDERBILT AVE #3

LOS ANGELES, CA 90001

BUS # 100019479

CELL # 318-426-1527

SERVICE ADVISOR

714 IVAN A. MONTEBANO

PAGE 1

COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT TAG

1996 GREEN 89 MINI COOPER SCV WMMMT355991195891 6CH5603 71272 / 71286 17605

MODEL DATE PROD DATE WARR EXP PROMISED POINO RATE PAYMENT INV DATE

15NOV08 DT 01/17/00 15JAN13 CASH 17JAN13

APPROVED READY OPTIONS ENG 17614627

17-33-11JAN13 34-38-17JAN13

MINI COOPER TECH TYPED HOURS

A VEHICLE TOWED IN DUE TO UNSAFE DRIVABILITY CONDITIONS

FROM VEHICLE TOWED IN DUE TO UNSAFE DRIVABILITY

CONDITIONS

352 HPM 0.00 (N/C)

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE A 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE B 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE C 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE D 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE E 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE F 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE G 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE H 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE I 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE J 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE K 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE L 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE M 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE N 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE O 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE P 0.00

CUSTOMER REQUESTS COOLANT TIGHTEN UP

352 HPM 0.00

PARTS 0.00 LABOR 0.00 OTHER 0.00 TOTAL LINE Q 0.00

CUSTOMER # 100010479

399601



ALEXANDER

NICK ALEXANDER MINI

201 S. ALAMEDA STREET

LOS ANGELES, CA 90001-1821

(310) 583-1901

Fax: (310) 277-5219

* INVOICE *

DESSA, HENRIKMANIS

622 MONTECITO AVE E

LOS ANGELES, CA 90001

PAGE 2

HOME 310-426-1152 CONTINUA

BAR # ARD067469 EPA# CAR000071888

BUS # 310-426-1152 SERVICE ADVISOR: 714 IVAN A. MONTEJANO

COLOR	YEAR	MAKE	MODEL	VIN	CENSE	MILEAGE IN / OUT	TAG
GRY	2011	MINI	COUNTRYMAN	WMMW1381341195691	66NR603	71273 / 71285	1750

DATE	THROAT	WASH	EX	APPROVED	PC NO	RATE	PAYMENT	INV DATE
11/01/13	DI						CASH	170AN13

GOOD OPENED	READY	OPTIONS	ENG 1.6 liter

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
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LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

LINE	DESCRIPTION	AMOUNT	NET	TOTAL
17.52	170AN13	17.52	170AN13	

CUSTOMER # 100019377

399601

ALEXANDER

NICK ALEXANDER MINI

5301 S. ALAMEDA STREET

LOS ANGELES, CA 90001-1821

(323) 582-1501

(61) 1221-277-2333

INVOICE

TRAVIS PERDOMANS

642 WOODLAWN AVE #30

LOS ANGELES, CA 90031

HOME/CELL 323-1152-7 CONTINENTAL

PAGE 3

CAR # ARD067409 EPA # CAR00001550

BUS CHASSIS BLS-426-16-27

SERVICE ADVISOR 717 MIAN A MONTENEGRO

LINE	COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	OUT	TAG
00000000	000	MINI	COOPER/SCV	WMMWF71E791095681	6CHT603	71272	11268	17605

DATE	PROD DATE	WARRANTY	PROMISED	TRUNC	DATE	PAYMENT	INV DATE
12/01/09			17.00	15 JAN 13		CASH	17 JAN 13

WHO OPENED	READY	OPTIONS	RNG	12/16/12
17 JAN 13	17 JAN 13			

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

399601

ALEXANDER

NICK ALEXANDER MINI

5301 S. ALAMEDA STREET

LOS ANGELES, CA 90001-1821

(323) 582-1501

(61) 1221-277-2333

INVOICE

TRAVIS PERDOMANS

642 WOODLAWN AVE #30

LOS ANGELES, CA 90031

HOME/CELL 323-1152-7 CONTINENTAL

PAGE 3

CAR # ARD067409 EPA # CAR00001550

BUS CHASSIS BLS-426-16-27

SERVICE ADVISOR 717 MIAN A MONTENEGRO

LINE	COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	OUT	TAG
00000000	000	MINI	COOPER/SCV	WMMWF71E791095681	6CHT603	71272	11268	17605

DATE	PROD DATE	WARRANTY	PROMISED	TRUNC	DATE	PAYMENT	INV DATE
12/01/09			17.00	15 JAN 13		CASH	17 JAN 13

WHO OPENED	READY	OPTIONS	RNG	12/16/12
17 JAN 13	17 JAN 13			

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

RIGHT 5 OIL 10MM	THROTTLE	LEFT 20 8MM	RIGHT 20 8MM	REPLACED PADS	SENSOR

WHEN	REPAIR	CODE	VERIFIED	NORMAL	WORKING

GAS	INSR	FOUND	VALVE	COVER	LEAKING	REPLACE	COVER

SALE	BODY	REPLACEMENT

17 JAN 13	17 JAN 13	17 JAN 13

NUMBER	CODE	TYPE	HOURLY	1ST	NET	TOTAL
2128	MAINTENANCE	PERFORMED INSPECTION OF FRONT DABS LEFT 5 OIL 10MM				

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Margaret M. Morrow and the assigned Magistrate Judge is Patrick J. Walsh.

The case number on all documents filed with the Court should read as follows:

CV14-2363-MMM(PJWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

March 27, 2014

Date

By C. Sawyer
Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Robert L. Starr, Esq. (State Bar Number 183052)
 email: robert@starrlawmail.com
 THE LAW OFFICE OF ROBERT L. STARR
 23277 Ventura Boulevard
 Woodland Hills, California 91364
 Telephone: (818) 225-9040 Facsimile: (818) 225-9042

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

TRISH HERREMANS, individually, and on behalf of
 a class of similarly situated individuals,

PLAINTIFF(S)

v.

BMW OF NORTH AMERICA, LLC.

DEFENDANT(S).

CASE NUMBER

CV14-2363 MMM PJW

SUMMONS

TO: DEFENDANT(S): BMW OF NORTH AMERICA, LLC.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Robert L. Starr, Esq., whose address is 23277 Ventura Boulevard, Woodland Hills, California 91364. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: 3-27-14

Clerk, U.S. District Court

By _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> TRISH HEREMANS, individually, and on behalf of a class of similarly situated individuals,	DEFENDANTS BMW OF NORTH AMERICA, LLC
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) THE LAW OFFICE OF ROBERT L. STARR 23277 Ventura Boulevard, Woodland Hills, California 91364 Telephone: (818) 225-9040 Facsimile: (818) 225-9042	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%; border: none;">Citizen of This State</td> <td style="width:10%; border: none; text-align: center;">PTF DEF</td> <td style="width:10%; border: none; text-align: center;"><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td style="width:40%; border: none;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; border: none; text-align: center;">PTF DEF</td> <td style="width:10%; border: none; text-align: center;"><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;">2</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;">5</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;">3</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;">6</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	2	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	5	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	3	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	6	<input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4														
Citizen of Another State	2	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	5	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	3	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	6	<input type="checkbox"/> 6 <input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No
 MONEY DEMANDED IN COMPLAINT: \$ Greater than \$5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Class Action pursuant to CAFA with causes of action for violation of California Consumer protection statues and 15 USC section 2301 et seq.,

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV14-2363

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
TRISH HEREMANS - Los Angeles County, California	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	BMW OF NORTH AMERICA, LLC - Bergen County, New Jersey

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date March 27, 2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))